

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.03.2017

CORAM:

THE HON'BLE MR. JUSTICE T.RAJA

W.P.No.4310 of 2017

&

WMP.No.4508/17

G.Sundaram

.. Petitioner

Vs

The Commissioner,
Madurantakam Municipality,
Kancheepuram District.

.. Respondent

Prayer: Writ Petition filed under Article 226 of the Constitution of India seeking a writ of mandamus to direct the respondent to consider the representation of the petitioner dated 11.01.2017 seeking continuance of the petitioner's lease agreement on receipt of alleged arrears.

For petitioner : Mr.B.Jagadeesh

For Respondent : Mr.P.Srinivas

O R D E R

By way of filing this writ petition, the petitioner seeks a direction to the respondent to consider his representation dated 11.01.2017 seeking continuance of lease agreement.

2. It is the contention of the learned counsel for the petitioner that after becoming the highest bidder for the years 2015-2018, the petitioner has been collecting taxes from the vendors of Madurantakam Municipality area. However, it is stated, due to natural calamities like flood and Vardha cyclone, he was unable to pay the taxes, as a result, he has committed default. Therefore, he sought for one month time to pay the arrears, but, the respondent issued an order dated 11.01.2017 cancelling the lease agreement, that too without issuing any prior notice and thereafter, he was informed not to collect fees from the vendors in the said area. Therefore, he has made a representation dated 11.01.2017 to the respondent seeking permission from them to continue the lease agreement.

3. On instruction, Mr.P.Srinivas, learned standing counsel for the respondent, by accepting the notice, submitted that as of now, the arrears of payment to be paid by the petitioner is Rs.8,87,762/-. Although he has issued a cheque on 11.11.2016 for payment of Rs.3,87,714/-, the said cheque was returned from the Bank on the ground of insufficient fund. Besides, the respondent issued a tender notification fixing the last date on 10.03.2017, therefore, it is not possible to consider request of the petitioner, who is a defaulter, seeking continuance of his lease agreement.

4. I fully agree with the above said submissions, for, the petitioner has committed a default to the tune of Rs.8,87,762/- which was collected from the vendors of the Madurantakam municipality area. Therefore, taking note of this fact and also considering another fact that the cheque issued by the petitioner to the tune of Rs.3,87,714/- was also returned from the Bank on the ground of insufficient fund, I do not find any reason to entertain the prayer made by the petitioner seeking continuance of his lease agreement till 2018. On this score, the writ petition fails and the same is dismissed as devoid of any merit. No Costs. WMP.No.4508 of 2017 is closed.

Sd/-
Asst.Registrar

/true copy/

Sub Asst. Registrar

rkm

To

The Commissioner,
Madurantakam Municipality,
Kancheepuram District.

+1cc to Mr.B.Jagadeesan,Advocate sr.13880

+1cc to Mr.P.Srinivas,Advocate sr.13656

lrs(co)
ss(22/3/2017)

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